

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 21 June 2006

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resources

Staff Contact: George Garrett

AGENDA ITEM WORDING:

Amendment to a Contract with Patricia McNeese for a time extension to complete the Lignumvitae Key Submerged Land Management Area Boat Grounding Project

ITEM BACKGROUND:

Based on a request from FDEP, Lignumvitae Aquatic Preserve, the Board approved an expenditure of up to \$8,000 from Boating Improvement Funds to assist in the development of a boat grounding assessment database. This item was approved at the 21 January 2004 BOCC meeting. The funds have not been required to date as FDEP has been utilizing its available funds. This item reflects the fact that the funds are now needed. The contract is being provided to the FDEP contractor on the project, Patricia McNeese.

PREVIOUS RELEVANT BOCC ACTION:

18 May 2005 – Approval to expend up to \$8,000 from BIF

CONTRACT/AGREEMENT CHANGES:

Time Extension for Current Contract from June 2006 to June 2007

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$15,000

BUDGETED: Yes No

COST TO COUNTY: \$8,000

SOURCE OF FUNDS: BIF CC 62520

REVENUE PRODUCING: Yes NWC No X **AMOUNT Per Month** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: TJX 6/16/2-6
Ty Symroski, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Pat McNeese Contract #
 Effective Date: 06/21/06
 Expiration Date: 06/30/07

Contract Purpose/Description:
Lignumvitae Key Submerged Land Management Area Boat Grounding Project
Time Extension

Contract Manager: George Garrett 2507 Marine Resources / 11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 062106 Agenda Deadline: 060506

CONTRACT COSTS

Total Dollar Value of Contract: \$ 8,000 Current Year Portion: \$ 8,000
 Budgeted? Yes ☒ No ☐ Account Codes: 157-62520-530340-
 Grant: \$ 0
 County Match: \$ 8,000

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ NA/yr For: NA
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>T. J. K.</u>	<u>6/16/06</u>
Risk Management	<u>6-13-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slattery</u>	<u>6-13-06</u>
O.M.B./Purchasing	<u>6/14</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore</u>	<u>6/14/06</u>
County Attorney	<u>6/12/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Pat McNeese</u>	<u>6/12/06</u>

Comments: Sent to legal via email 6/6/06; after various corrections
Marine Resources sent final 6/12/06

AMENDMENT TO CONTRACT FOR SERVICES

THIS CONTRACT AMENDMENT is entered into this ____ day of _____, 2006 by MONROE COUNTY, a political subdivision of the state of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter the BOCC or COUNTY, and Patricia L. McNeese, P.O. Box 450, Crystal River, Florida 34423 hereafter CONTRACTOR.

1. Section 34 of the CONTRACT between the parties, dated June 20, 2005, is hereby amended to read as follows:

“**Section 34.** The effective date of this contract is June 20, 2005. The termination date is June 21, 2007.”

2. Exhibit A of the contract shall be amended to read as “**Amended Exhibit A**” attached hereto.

3. This Amendment is intended only to extend the term of the CONTRACT, in all other respects, the CONTRACT for services regarding the Lignumvitae Key Submerged Land Management Area Boat Grounding Project, between Monroe County and Patricia McNeese and dated June 20, 2005, remains in full force and effect.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By _____

Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____

Mayor Charles “Sonny” McCoy

Date: _____

Patricia McNeese:

By _____

Signature

Date: _____

Witness to Patricia McNeese


By _____

Signature

Print Witness Name

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
6/15/2006
Date: 6/12/06

Amendment to Exhibit A.

Lignumvitae Key Submerged Land Management Area Boat Grounding Project

Scope of Work for Phases I and II

Introduction

The Lignumvitae Key Botanical State Park and Lignumvitae Key Aquatic Preserve cover an area that includes approximately 10,000 acres of submerged lands known as the Lignumvitae Key Submerged Land Management Area (LKMA). This area includes navigation channels and shallow flats that harbor sensitive marine resources including seagrasses and corals. This area is also an attractive and very active recreational destination for residents and visitors engaged in water-related activities such as fishing, boating and snorkeling. LKMA has employed several tools to manage visitors while providing for the protection of sensitive marine resources, especially over the past 10 years. These activities have included "no-motor zoning," education, enforcement, resource mapping, and injury restoration. Despite this activity, LKMA has experienced extensive damage to benthic resources as a result of boat groundings and propeller scarring. LKMA has tracked individual damage events, especially over the last 10 years, through entry into a database at the park.

To assist them with future management strategies, PAT MCNEESE will perform compilation and analysis of the boat grounding event information in LKMA database accumulated through fiscal year 2003-2004. The data will be analyzed for trends in order to determine what future management actions might help to reduce groundings. Future management actions may include anything from specific area marking to target audience education. Monroe County has expressed interest in obtaining the results of such an analysis. Boat grounding injuries are occurring throughout the Keys and Monroe County is implementing similar management actions such as education and channel marking. Results of the data analysis would assist the County with planning of future management activities and provide a framework from which to evaluate grounding incidents. Finally, there is a desire among all marine resource agencies in the Key, including the Florida Keys National Marine Sanctuary (FKNMS) to achieve consistency and share information in

the future with respect to recording of boat grounding events. This project will result in the analysis of past data from LKMA, the only entity with a long-term data base and it will result in a consistent and exchangeable format for future data sharing among the agencies.

The project to be accomplished by PAT MCNEESE consists of four phases summarized as follows:

Phase I – Data Needs

Task 1. Examine data and coordinate with staff on the past methods and context of entry.

Task 2. List and organize questions to be answered about the data. Coordinate with resource agencies to obtain questions.

Task 3. Determine methods of data analysis within and outside MS Access.

Task 4. Normalize data and add necessary fields for MS Access analysis.

Phase II – MS Access Data Analysis and Reporting

Task 1. Build MS Access queries.

Task 2. Generate data and first draft report (results and discussion).

Phase III – Data Analysis Outside MS Access

Task 1. Finalize methods of data analysis outside MS Access.

Task 2. Reformat data to perform non-Access analysis.

Task 3. Generate data and incorporate into final report.

Phase IV – Future Use by Staff

Task 1. Set up instructions for consistent future data entry and query runs.

Task 2. Link data to ArcView GIS maps and set up for future entry.

Tasks to be Completed

This scope of work covers Phase I and Phase II tasks detailed below.

Phase I. Data Needs

Task 1. Initial Data Examination

This task will involve acquisition of a complete data set from the LKMA data base and examination of the format and content of the data. Current and past LKMA staff who have entered data will be contacted to help clarify any inconsistencies in past methods and format of data entry. During this task an attempt will be also be made to identify potential strengths,

weaknesses and degree of accuracy of specific data fields. A brief summary description of the data will be completed including such items as number of files and entries, field names and descriptions, etc.

Deliverables: Summary description of spreadsheet data

Fee: \$800.00

Task 2. Study Goals

This task will involve basically compiling a list of priority results we'd like to generate through analysis of the data, i.e., what questions we'd like answered. The data format and summary description will be compiled and supplied to an interagency group including staff of Florida Department of Environmental Protection (FDEP) District 5 Parks and LKMA, FDEP Office of Coastal and Aquatic Management Areas (CAMA), Florida Keys National Marine Sanctuary (FKNMS), Monroe County and possibly law enforcement agencies. Comments and study questions will be solicited from these agencies in an organized format and then presented back in summary. A general approach to analysis of the data will be outlined at this point.

Deliverables: Summary of agency data questions

Outline of approach to data analysis

Fee: \$960.00

Task 3. MS Access Analysis

The data spreadsheet is in Microsoft Word Access (MS Access) format. This task will involve determination of methods of data analysis within the MS Access format. Data in MS Access can be analyzed through a query building. Questions about the data that can be answered via query-building format will be identified. Changes in data format that are necessary to accommodate MS Access queries will also be identified. A summary will be provided.

Deliverables: Summary of potential data analysis within MS Access framework

Fee: \$960.00

Task 4. Other Analysis

Some of the study goals (questions) identified in Task 2 may require further statistical or other analysis beyond the capabilities of the MS Access program. These will be identified along with methods of analysis, if any are available. The appropriateness and completeness of the data for generating results under further analysis will also be evaluated. A summary will be provided. At this point, questions that cannot be answered due to data

limitations will be identified and recommendations will be made on what new or changed data entry methods would be needed to answer these questions.

Deliverables: Summary of potential data analysis outside MS Access framework

Fee: \$640.00

Task 5. Normalize Data for MS Access Analysis

This task will essentially involve completion of all necessary formatting of the data for MS Access analysis.

Deliverables: Reformatted MS Access spreadsheet data

Fee: \$1,100.00

Total Phase I: \$4,460.00

Phase II – MS Access Data Analysis and Reporting

Task 6. Build MS Access Queries

This task will involve building of MS Access queries to answer question and generate results identified in Task 3. The result will be discrete and trend data (including charts and graphs where appropriate) resulting from the queries.

Deliverables: Raw data results from MS Access queries

Fee: \$1,100.00

Task 7. Generate Draft Report

This task will involve compiling the results of the MS Access queries into a report. The report will include a history of project implementation up to this point, a presentation of results and discussion including interpretation of results.

Deliverables: Draft report

Fee: \$2,440.00

Total Phase II = \$3,540.00

Total for Phase I and Phase II Not to Exceed \$8,000.00.

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this 18th day of May, 2005 by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter the BOCC or COUNTY, and Patricia L. McNeese, P.O. Box 450 Crystal River, Florida 34423 hereafter CONTRACTOR.

Section 1. Scope. The CONTRACTOR and the COUNTY, for the consideration named agree to complete a scope of work identified as the Lignumvitae Key Submerged Land Management Area Boat Grounding Project shown in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Reporting. In consideration of the services described above, CONTRACTOR agrees to provide a report for each Phase of two phases of the project, as more particularly described in Exhibit A.

Section 3. Payment. The CONTRACTOR shall submit invoices for any single or multiple completed task(s) within the Scope of Work provided in Exhibit A with documentation to satisfy the COUNTY Clerk of the completion of the task, and the COUNTY will pay according to the "Deliverables" in Exhibit A pursuant to the Florida Prompt Payment Act. It will be the responsibility of the COUNTY Marine Resources staff to determine if each

Task has been adequately completed. The COUNTY will not pay for all or any part of a task deemed incomplete. Without further written amendment approved by the BOCC, the Contract amount shall not exceed \$8,000. Payment under this agreement is contingent upon annual appropriations of the BOCC.

Section 4. Contract Termination. Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the COUNTY terminates this Contract because of the CONTRACTOR's failure to perform, then the COUNTY must pay the CONTRACTOR the amount due for all work satisfactorily completed as determined by the COUNTY up to the date of the CONTRACTOR's failure to perform but minus any damages the COUNTY suffered as a result of the CONTRACTOR's failure to perform. The damage amount must be reduced by the amount saved by the COUNTY as a result of the Contract termination. If the amount owed the CONTRACTOR by the COUNTY is not enough to compensate the COUNTY, then the CONTRACTOR is liable for any additional amount necessary to adequately compensate the COUNTY up to the amount of the Contract price.

Section 5. Records. CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in

accordance with generally accepted accounting principles consistently applied.

Each party to this Agreement or their authorized representatives shall have

reasonable and timely access to such records of each other party to this

Agreement for public records purposes during the term of the Agreement and

for four years following the termination of this Agreement. If an auditor

employed by the COUNTY or Clerk determines that monies paid to

CONTRACTOR pursuant to this Agreement were spent for purposes not

authorized by this Agreement, the CONTRACTOR shall repay the monies

together with interest calculated pursuant to Sec. 55.03, FS, running from the

date the monies were paid to CONTRACTOR.

Section 6. Employees Subject to COUNTY Ordinance Nos. 010 and

020-1990. The CONTRACTOR warrants that it has not employed, retained, or

otherwise had act on its behalf any former COUNTY officer or employee

subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any

COUNTY officer or employee in violation of Section 3 of Ordinance No. 020-

1990. For breach or violation of this provision, the COUNTY, in its discretion,

may terminate this Contract without liability and may also, in its discretion,

deduct from the Contract or purchase price, or otherwise recover the full

amount of any fee, commission, percentage gift, or consideration paid to the

former COUNTY officer or employee.

Section 7. Convicted Vendor. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 8. Insurance. Prior to execution of this agree, the CONTRACTOR shall furnish the COUNTY Certificates of insurance indicating the following coverages or in excess thereof:

- Workers Compensation in the amount of statutory limits as specified in Florida Statutes 440.
- General Liability (Premises operations, blanket contractual, expanded definition of property damage, products & completed operations, personal injury) with:

\$100,000 per Person;

\$300,000 per occurrence; and

\$50,000 property damage.

- **Vehicle Liability with:**

\$15,000 per Person;

\$30,000 per occurrence; and

\$25,000 property damage or \$100,000 combined single limit.

- **Planner's Errors and Omissions Liability with:**

\$100,000 per Occurrence; and

\$100,000 Aggregate.

Section 9. Communication Between Parties. All communication between the parties should be through the following individuals or their designees:

Monroe COUNTY

George Garrett, Director
Department of Marine Resources
2798 Overseas Highway,
Suite 420
Marathon, FL 33050

CONTRACTOR

Patricia L. McNeese
P.O. Box 450
Crystal River, Florida 34423

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

Section 11. Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement,

the COUNTY and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe COUNTY, Florida.

Section 12. Interpretation. The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 13. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. Attorney's Fees and Costs. The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe COUNTY.

Section 15. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 16. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

Section 17. Claims for Federal or State Aid. The CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and

obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

Section 18. Adjudication of Disputes or Disagreements. The COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of COUNTY Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Section 19. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 20. Nondiscrimination. COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527

(42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status, or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 21. Covenant of No Interest. COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 22. Code of Ethics. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of

gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 23. No Solicitation/Payment. The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 24. Public Access. The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the

COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

Section 25. Non-Waiver of Immunity. Notwithstanding the provisions of

Sec. 286.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

Section 26. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 27. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall

it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 28. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 29. Attestations. CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 30. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe COUNTY in his or her individual capacity, and no member, officer, agent or employee of Monroe COUNTY shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 31. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 32. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 33. Indemnify/Hold Harmless. Contractor agrees to indemnify and save COUNTY harmless from and against all claims and actions and

expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Contractor, its agents, or employees while Contractor is performing services under this Agreement. However, Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the COUNTY, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Section 34. The effective date of this Contract is _____, 2005 or upon signature of both parties. The termination date will be June 30, 2006.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By *Danny L. Kolhage*
Deputy Clerk 05/18/05

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *H. J. M. Spahr*
Mayor/Chairman 05/18/05

(SEAL)

Attest:

PATRICIA L. MCNEESE

By _____
Title _____

By *Patricia L. McNeese*
Title owner/sole proprietor
6/20/05

Contract with Patricia McNeese
4/26/2005 3:18 PM

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 4/29/05

EXHIBIT A

Lignumvitae Key Submerged Land Management Area Boat Grounding Project

Exhibit A. Lignumvitae Key Submerged Land Management Area Boat Grounding Project

Scope of Work for Phases I and II

Introduction

The Lignumvitae Key Botanical State Park and Lignumvitae Key Aquatic Preserve cover an area that includes approximately 10,000 acres of submerged lands known as the Lignumvitae Key Submerged Land Management Area (LKMA). This area includes navigation channels and shallow flats that harbor sensitive marine resources including seagrasses and corals. This area is also an attractive and very active recreational destination for residents and visitors engaged in water-related activities such as fishing, boating and snorkeling. LKMA has employed several tools to manage visitors while providing for the protection of sensitive marine resources, especially over the past 10 years. These activities have included "no-motor zoning," education, enforcement, resource mapping, and injury restoration. Despite this activity, LKMA has experienced extensive damage to benthic resources as a result of boat groundings and propeller scarring. LKMA has tracked individual damage events, especially over the last 10 years, through entry into a database at the park.

To assist them with future management strategies, LKMA will perform compilation and analysis of the boat grounding event information in its database accumulated through fiscal year 2003-2004. The data will be analyzed for trends in order to determine what future management actions might help to reduce groundings. Future management actions may include anything from specific area marking to target audience education. Monroe County has expressed interest in obtaining the results of such an analysis. Boat grounding injuries are occurring throughout the Keys and Monroe County is implementing similar management actions such as education and channel marking. Results of the LKMA data analysis would assist the County with planning of future management activities and provide a framework from which to evaluate grounding incidents. Finally, there is a desire among all marine resource agencies in the Key, including the Florida Keys National Marine Sanctuary (FKNMS) to achieve consistency and share information in the future with respect to recording of boat grounding events. This project will result in the analysis of past data from LKMA, the only entity

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Fee: \$800.00

Task 2. Study Goals

This task will involve basically compiling a list of priority results we'd like to generate through analysis of the data, i.e., what questions we'd like answered. The data format and summary description will be compiled and supplied to an interagency group including staff of Florida Department of Environmental Protection (FDEP) District 5 Parks and LKMA, FDEP Office of Coastal and Aquatic Management Areas (CAMA), Florida Keys National Marine Sanctuary (FKNMS), Monroe County and possibly law enforcement agencies. Comments and study questions will be solicited from these agencies in an organized format and then presented back in summary. A general approach to analysis of the data will be outlined at this point.

Deliverables: Summary of agency data questions

Outline of approach to data analysis

Fee: \$960.00

Task 3. MS Access Analysis

The data spreadsheet is in Microsoft Word Access (MS Access) format. This task will involve determination of methods of data analysis within the MS Access format. Data in MS Access can be analyzed through a query building. Questions about the data that can be answered via query-building format will be identified. Changes in data format that are necessary to accommodate MS Access queries will also be identified. A summary will be provided.

Deliverables: Summary of potential data analysis within MS Access framework

Fee: \$960.00

Task 4. Other Analysis

Some of the study goals (questions) identified in Task 2 may require further statistical or other analysis beyond the capabilities of the MS Access program. These will be identified along with methods of analysis, if any are available. The appropriateness and completeness of the data for generating results under further analysis will also be evaluated. A summary will be provided. At this point, questions that cannot be answered due to data limitations will be identified and recommendations will be made on what new or changed data entry methods would be needed to answer these questions.

Deliverables: Summary of potential data analysis outside MS Access framework
Fee: \$640.00

Task 5. Normalize Data for MS Access Analysis

This task will essentially involve completion of all necessary formatting of the data for MS Access analysis.

Deliverables: Reformatted MS Access spreadsheet data
Fee: \$1,100.00

Total Phase I: \$4,460.00

Phase II – MS Access Data Analysis and Reporting

Task 6. Build MS Access Queries

This task will involve building of MS Access queries to answer question and generate results identified in Task 3. The result will be discrete and trend data (including charts and graphs where appropriate) resulting from the queries.

Deliverables: Raw data results from MS Access queries
Fee: \$1,100.00

Task 7. Generate Draft Report

This task will involve compiling the results of the MS Access queries into a report. The report will include a history of project implementation up to this point, a presentation of results and discussion including interpretation of results.

Deliverables: Draft report

Fee: \$2,440.00

Total Phase II = \$3,540.00

.....**Total for Phase I and Phase II Not to Exceed \$8,000.00.**.....

EXHIBIT B

Insurance Information
